

The 407 ETR “Rogers Cup” Sweepstakes Draw (the “Draw”) Official Draw Rules & Regulations

1) Eligibility

No purchase necessary to enter or win. A purchase will not increase your chances of winning.

407 ETR (the “Sponsor”) is offering the 407 ETR “Rogers Cup” Sweepstakes Draw (the “Draw”) subject to and upon the following Rules and Regulations:

The Draw is only open to residents of Ontario, Canada, who have reached the age of majority in Ontario, except employees, representatives, agents, officers and directors (and the members of an employee’s, officer’s or director’s immediate family and/or persons with whom they are domiciled) of the Sponsor, its shareholders, advertising and promotional agencies, and Tennis Canada (the “Prize Supplier”), (collectively, “Eligible Persons), who are either Ticket Purchasers, as described below, or who enter the Draw (without being a Ticket Purchaser) in accordance with the procedures described below.

2) How to Enter the Draw

(i) TICKET PURCHASERS: Eligible Persons who purchase lower bowl or upper bowl tickets (“Tickets”) for the Matinee and Evening sessions of the “Rogers Cup” Tennis Tournament on Quarter-Final Friday, August 21, 2009 (“Ticket Purchasers”) will be automatically entered into the Draw. Ticket Purchasers must purchase Tickets by 11:59 p.m. E.D.T. on Friday, August 7, 2009 (“Draw Closing Date”).

(ii) ALTERNATE DRAW ENTRY - NO PURCHASE NECESSARY: To enter without being a Ticket Purchaser, an Eligible Person may send an original handwritten one-hundred (100) word essay on how you would get to the Rogers Cup Tennis Tournament and mail it to: 407 ETR Draw, 6300 Steeles Avenue West, L4H 1J1. Limit of one (1) mail-in entry per Eligible Person.

(iii) MAIL-IN ENTRY: Each mail-in entry must be mailed in an envelope bearing sufficient postage and must be received no later than the Draw Closing Date.

(iv) CONSENT TO USE OF PERSONAL INFORMATION: By entering the Draw, each entrant consents, to the extent permitted by law, to the use of his or her name, image, voice, likeness, city of residence and/or photographs (collectively “Personal Information”) without compensation in any publicity or advertising carried out in any medium worldwide by the Sponsor and/or its advertising or promotional agencies without limitation or further notification or compensation.

(v) THE SPONSOR IS COLLECTING PERSONAL INFORMATION ABOUT ENTRANTS FOR THE SOLE PURPOSE OF ADMINISTERING THIS DRAW, UNLESS OTHERWISE PROVIDED FOR BY THESE RULES AND REGULATIONS, INFORMATION COLLECTED FROM ENTRANTS IS SUBJECT TO THE SPONSOR’S PRIVACY POLICY (available on www.407etr.com).

3) **DRAW ENTRIES**: All entries become the property of the Sponsor and none will be returned. All mail-in entries must be handwritten and no mechanically reproduced entries will be accepted. The Sponsor shall not bear or assume any liability for (a) Draw entries which are lost, stolen, delayed, damaged, destroyed, illegible, incomplete, improperly completed, or submitted through illicit means, (b) the loss, theft or misuse of the Prize, or (c) any property damage, personal injury or misfortune in any way attributable to the Draw or the Prize.

4) **THE PRIZE**: The Prize comprises:

- Two (2) VIP seats to the Rogers Cup Semi-Final Matinee session on Saturday, August 22, 2009 and the Final match on Sunday, August 23, 2009;
- Two (2) nights in the "Official Rogers Cup" hotel on Friday, August 21st and Saturday, August 22nd, 2009;
- Official "Rogers Cup" Tennis Tournament transportation to the events on Saturday, August 22nd and Sunday, August 23, 2009;
- Behind the scenes tour of the Rexall Centre;
- One autographed WTA player photo,

with an approximate retail value total Retail Value = \$2,000.00

5) **DRAW AND DRAW DATE**: The Draw will consist of a random draw which will take place on Monday, August 10, 2009 on or about 10:30 a.m. (E.D.T.) from all eligible entries received by the Prize Supplier through all eligible entry methods by the Draw Closing Date. The selected entrant will be notified by telephone within two (2) business days of the draw. If the selected entrant cannot be contacted within two (2) days of first attempt, an alternative entrant will be randomly selected. By entering, you agree that if you are a selected entrant that is disqualified and the Prize is forfeited for any reason, the Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. Before being declared the winner, the selected entrant must first correctly answer a time-limited mathematical skill-testing question without mechanical or other assistance. In the event that a selected entrant is unable to answer the skill-testing question correctly, the Sponsor shall have the right to disqualify such entrant and to randomly draw another eligible entry, and the Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. Odds of winning depend on the total number of entries received. Decisions of the Prize Supplier are final. The winner will be required to sign a standard declaration and release form confirming eligibility and compliance with the Draw rules, that the Sponsor can publicize the winner's Personal Information and acceptance of the Prize in its promotional and advertising materials, and the release of the Sponsor from any and all further responsibility with respect to the Prize, its acceptance, receipt, possession, use or misuse. The Prize must be accepted as awarded and is not divisible, transferable or redeemable for cash or credit. The Sponsor reserves the right to substitute the Prize with a prize of equal or greater value.

6) **DRAW ADMINISTRATION**: In the event of a dispute, entries made by the Internet will be declared made by the Authorized Account Holder of the e-mail address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service provider or other organization (e.g. business, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted

e-mail address. The Sponsor shall not be liable for any human or technical errors that may arise or occur in connection with the Draw. The Sponsor assumes no responsibility for telephone, technical, network, online, electronic or computer hardware or software failures of any kind, or for entries that are stolen, misdirected, incomplete, garbled or delayed by computer transmissions on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof, including any injury or damage to the participant's or any other person's computer resulting from downloading of any materials or participation in the Draw. THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY ENTRANT WHO DELIBERATELY DAMAGES ANY WEB SITE OR UNDERMINES IN ANY MANNER THE LEGITIMATE OPERATION OF THE DRAW. The Sponsor shall, in its absolute discretion, disqualify any individual found to be tampering with the operation of the web site or the administration of the Draw. If, for any reason, the Draw is not capable of running as planned, or if the administration, security, fairness, integrity, or proper conduct of the Draw is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering or attempting to tamper, unauthorized interventions, fraud, technical failures, or any causes beyond the Sponsor's control, the Sponsor reserves the right to cancel, terminate, modify or suspend the Draw, including cancellation of the method of entry and selection of the winner from previously received entries. Failure by the selected entrant to complete, sign and return any of the documents referred to above under the heading "Draw and Draw Date" within three (3) business days after notification is provided to the selected entrant, or the return of the Prize documents as undeliverable, may result in forfeiture by the selected entrant of the Prize and selection of an alternate winner. If a selected entrant cannot be contacted in a timely fashion, or if, for any other reason, the Prize cannot be awarded, another Draw entry will be randomly selected by draw until the Prize has been awarded.

7) **RELEASE AND INDEMNIFICATION**: By participating in the Draw, entrants agree to release and indemnify the Sponsor and the Prize Supplier and any of their respective shareholders, affiliates, agents and contractors, including advertising and promotional agencies, and their respective directors, officers, and employees, from any and all losses, expenses (including legal fees), damages, and claims of any kind in connection with the Draw or resulting from the acceptance, possession or use of a prize, including without limitation, any loss, personal injury including, death, property damage or claim based on publicity rights, defamation, or intrusion of privacy.

8) **GOVERNING LAWS**: The Draw is subject to all applicable federal, provincial and municipal laws. By entering the Draw, the entrant agrees that the courts of the Province of Ontario, Canada shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of these Rules and Regulations or the running of the Draw.

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